

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
MCALLEN DIVISION**

<b>In Re:</b>	§	
	§	
<b>GARCIA GRAIN TRADING CORP.,</b>	§	<b>Case No. 23-70028-EVR-11</b>
	§	
<b>Debtor.</b>	§	

**EXPEDITED MOTION FOR AUTHORITY TO ACCEPT EXECUTORY  
CONTRACTS FOR PURCHASE AND SALE OF EDIBLE BEANS AND  
SUNFLOWER SEEDS, OR IN THE ALTERNATIVE, REQUEST FOR  
AUTHORITY TO ASSUME AND ASSIGN THE CONTRACTS TO GARBA, LLC**

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

Expedited relief has been requested. If the Court considers the motion on an expedited basis, then you will have less than 14 days to answer. If you object to the requested relief or if you believe that the expedited consideration is not warranted, you should file an immediate response.

**(Expedited Relief Needed by May 11, 2023)**

TO THE HONORABLE EDUARDO V. RODRIGUEZ, U.S. BANKRUPTCY JUDGE:

COMES NOW, GARCIA GRAIN TRADING CORPORATION (“Garcia”), the Debtor in the above-referenced bankruptcy proceeding, and files this, its Expedited Motion for Authority to Accept Executory Contracts for Purchase and Sale of Edible Beans and Sunflower Seeds, or in the Alternative, Assume and Assign the Contracts to Garba, LLC

(the “Motion”) pursuant to 11 U.S.C. §§ 365(a) and 365(c). In support thereof, the Debtor would respectfully show the Court as follows:

## I. Jurisdiction and Venue

1. This Court has jurisdiction over the subject matter of the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (O). The relief requested in this Motion is sought pursuant to 11 U.S.C. §§ 365(a), 365(c) and 365(f).

## II. Factual Background

2. On February 17, 2023 (the “Petition Date”), the Debtor filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”). The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

3. An Official Committee of Unsecured Creditors (“Committee”) has been appointed in this case and has sought authority to employ professionals on its behalf.

4. In addition to trading feed grains in the Rio Grande Valley of Texas, the Debtor is also engaged in the business of buying and selling sunflower seeds produced by farmers there as well as purchasing black and pinto beans from suppliers in the upper Midwest of the United States and selling them to customers in the interior of Mexico.

5. Before the Petition Date, the Debtor entered purchase contracts for beans from Stony Ridge Foods, Inc. as follows:

<b><u>Commodity</u></b>	<b><u>Contract #</u></b>	<b><u>Net Quantity</u></b>	<b><u>Price</u></b>	<b><u>Delivery</u></b>
Black Beans	891	50,000 CWT	\$53.00	3/18/22 to 11-01-22
Black Beans	914	20,000 CWT	\$49.00	To be determined

The contracts provide for the net amount due to be paid 30 days from invoice date. These beans are sold by the Debtor to customers in the interior of Mexico at favorable prices on demand from its customers on a just in time basis. The Debtor projects gross profits over the next 7 months to be approximately \$795,000 with total operating expenses to equal an estimated \$275,000 resulting in net profits estimated at \$520,000.

6. In addition to the bean contracts referenced above, prior to the Petition Date the Debtor entered Sunflower Production Contracts with farmers for the production and sale of sunflower seeds as follows:

<u><b>Grower</b></u>	<u><b>Contract #</b></u>	<u><b>Acres</b></u>	<u><b>Estimated Lbs.</b></u>	<u><b>Total Value</b></u>
Tom Kotzur	2301	300	480,000	\$163,200
Starr Feedyards, LLC	2302	1,100	1,760,000	\$598,400
Sarge Farms, LLC	2304	500	800,000	\$272,000
Lothringer Farms	2305	1,000	1,600,000	\$544,000
John Prukup	2306	2,000	3,200,000	\$1,088,000
White Rock Farms	2307	1,600	2,560,000	\$870,400
Alex Keller	2309	500	800,000	\$272,000
Respondek Farms	2310	500	800,000	\$272,000
HK Ranch	2311	1,500	2,400,000	\$816,000
<b>TOTAL</b>		<b>9,000</b>	<b>14,400,000</b>	<b>\$4,896,000</b>

7. To sell the sunflower seeds to be produced by the farmer contracts, the Debtor entered a Purchase and Sale Contract with Gerardo Ortiz Martinez in his capacity as legal representative of the Industry Aceites Especiales Th S.A. De C.V. ("Industry Aceites") as the buyer and C. Ramiro Sanchez as representative of Granos Y Cereales Rio Bravo, SA DE CV as the Importer/Seller. The contract provides for the Debtor to deliver 8,000 metric tons to the buyer at \$850 per ton. This price is subject to adjustment based on oil content along with other quality factors. The contract delivery period for the sunflower seeds runs from June 1, 2023, to July 31, 2023 -- FOB. The actual amount delivered against the contract may vary due to growing conditions in the Valley. The contract has allowances

built into it for the potential variability without recourse to the Debtor. Once product is delivered, a bill of lading/invoice will evidence completion of sale and buyer will wire money for payment. The Debtor projects profits from these transactions to be approximately \$375,000.

8. The normal course of business between Industry Aceites and the Debtor is for the purchase funds necessary to pay the producers is forwarded and deposited into a bank account of the Debtor prior to the delivery of the sunflower seeds. The Debtor estimates profits from the sale of these sunflower seeds to be approximately \$375,000. As the sunflower crops become ripe for harvest the farmer combines the sunflowers and the Debtor provides trucks for delivery of the crop to the flat storage facilities of the Debtor. Upon placing the crop in safe storage, samples of the crop are sent for testing to determine the oil content of the seeds and certain other characteristics. Once the test results are returned they are used to determine the exact price to be paid to the farmer and the funds are transferred to the farmer before the sunflower seeds leave the docks for delivery to Industry Aceites.

9. Under the regulations of the Texas Department of Agriculture sunflower seeds are not required to be stored in licensed facilities. Thus, the Debtor can use the existing flat storage it has at the Progreso facility, or in the alternative, a rented facility it has used in the past for the storage of the sunflower seeds until shipment into Mexico.

### **III. Requested Relief or Alternative Relief**

10. The Debtor desires to accept these executory contracts and to perform and comply with all the terms and conditions of said Contracts. As adequate assurance of future performance the Debtor submits the attached Exhibit "A" relating to sources and uses of funds for the Bean Budget for the months remaining in 2023 along with the sources and

uses of funds for the Sunflower Budget attached as Exhibit “B” for the months of June and July 2023.

11. In the alternative, the Debtor would seek to assume, and assign said contracts to Garba, LLC to be performed in accordance with their terms and in compliance with the provisions of 11 U.S.C. § 365(f).

#### **IV.**

#### **Need for Consideration of Motion on an Expedited Basis**

12. The sunflower crop which is the subject of this Motion is already growing and being cultivated and maintained by the farmers. Current projections are for the sunflower crops to be ripened and ready for harvest by approximately June 1<sup>st</sup>. These farmers need to know where the crop is to be delivered and have assurance that they will be compensated for them. In the event the contract between the Debtor and these producers are not accepted they will need to search for other delivery points for their sunflower production.

13. Similarly, the buyer of these sunflower seeds, Industry Aceites, needs to know whether it will be delivered the sunflower seeds it has contracted to purchase from the farmers in the Rio Grande Valley through the Debtor. Otherwise, it will need to find an alternate source for its crushing facility.

14. Furthermore, the customers who purchase the pinto and black beans from the Debtor also need to know whether the Debtor will continue to be a source of beans for them. If the Debtor is not a source for these beans, then the customers in Mexico must locate an alternative source. Also, the suppliers of the beans need to know whether they continue to market the beans they produce to the Debtor.

15. As shown by the facts and circumstances stated in this Motion time is of the essence. There is presently an immediate need for decisions related to the acceptance or

rejection of these contracts to be made by the Debtor and either authorized or rejected by the Court.

16. The failure to make decisions on an expedited basis about the acceptance or rejection of these contracts relating to the Debtor's purchase and marketing of the edible beans and the sunflower seeds will cause immediate and irreparable harm to the assets of the Debtors and will result in harm to the producers and purchasers of these products. Also, failure to make decisions regarding the acceptance or rejection of these contracts will ultimately result in lost opportunities for the estate and damage and diminution to the value of their assets. For these reasons, the Debtor requests an expedited hearing on shortened notice of this Motion.

17. Counsel for the Debtors hereby certifies that the information contained herein is a complete and accurate account as related to the facts and circumstances pertaining to the emergency relief requested.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that the Court set a hearing on this Motion on expedited and shortened notice, and upon hearing it determine that adequate notice and opportunity for hearing of this Motion has been given to creditors and parties in interest in this bankruptcy case, and that after considering the merits of such Motion that the Court grant the Debtor authority to accept the executory contracts listed above, or in the alternative, assume and assign said contracts to Garba, LLC to be performed, and requests such other and further relief as the Court may deem necessary and proper.

Respectfully Submitted:

MULLIN HOARD & BROWN, L.L.P.  
P.O. Box 2585  
Lubbock, Texas 79408-2585  
Telephone: (806) 765-7491  
Facsimile: (806) 765-0553  
Email: [drl@mhba.com](mailto:drl@mhba.com)

/s/ David R. Langston

David R. Langston, SBN: 11923800  
Southern District Bar No. 9489  
***Attorneys for Debtor, Garcia Grain  
Trading Corp.***

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Motion was served on the following parties in interest via ECF and/or email and/or by regular U.S. Mail on all parties on the mailing matrix below on this 21<sup>st</sup> day of April 2023 and by email:

1. Tom Kotzur  
40459 North FM 681  
Linn, TX 78563
2. Lothringer Farms  
11607 FM 117 W  
Dilley, TX 78017
3. Starr Feedyard  
144 Starr Feed Yards Rd.  
Rio Grande City, TX 78582
4. Sarge Farms, LLC  
2203 Stonegate Drive  
Mission, TX 78574
5. Respondek Farms  
28906 North FM 681  
Edinburg, TX 78541
6. White Rock Farms  
30344 Kamien Rd.  
Edinburg, TX 78541
7. Alex Keller

- 1309 East 29<sup>th</sup> St.  
Mission, TX 78574
8. HK Ranch II  
2409 East Griffin Parkway, Suite C  
Mission, TX 78572
9. John Prukop  
10019 South SWY 281  
Premont, Tx. 78375
10. Aceites Especiales TH S.A . DE C.V.  
EJE NORTE SUR. EXTERIOR 451  
CD INDUSTRIAL 58200  
MORELIA, MICH.,  
MEXICO
11. Granos Y Cereales Rio Bravo  
Calle Rio Bravo  
88810 Ciudad Rio Bravo  
Tamaulipas  
MEXICO
12. All parties receiving notice via ECF in this case.
13. All parties listed on the attached mailing matrix.

/s/ David R. Langston \_\_\_\_\_  
David R. Langston



Garcia Grain Trading  
Monthly Cash Flow  
Fiscal Year 2023

	May	June	July	August	September	October	November	December	Total
Cash Balance	\$ 602,977	\$ 651,878	\$ 684,383	\$ 740,648	\$ 804,721	\$ 901,078	\$ 979,923	\$ 1,070,121	\$ 602,977
<b>Cash Receipts</b>									
Pinto Bean Sales	\$ 305,293	\$ 209,076	\$ 297,035	\$ 481,712	\$ 378,050	\$ 571,173	\$ 791,384	\$ 489,094	\$ 3,522,816
Black Bean Sales	\$ 493,429	\$ 443,133	\$ 583,338	\$ 425,701	\$ 908,074	\$ 467,383	\$ 301,369	\$ 308,830	\$ 3,931,257
Less: Uncollectable A/R 2.50%	\$ (19,968)	\$ (16,305)	\$ (22,009)	\$ (22,685)	\$ (32,153)	\$ (25,964)	\$ (27,319)	\$ (19,948)	\$ (186,352)
<b>Total Receipts</b>	<b>\$ 778,754</b>	<b>\$ 635,904</b>	<b>\$ 858,364</b>	<b>\$ 884,728</b>	<b>\$ 1,253,971</b>	<b>\$ 1,012,592</b>	<b>\$ 1,065,434</b>	<b>\$ 777,976</b>	<b>\$ 7,267,722</b>
<b>Cost of Goods Sold</b>									
Pinto Bean Purchases	\$ 216,526	\$ 148,285	\$ 210,669	\$ 341,649	\$ 268,128	\$ 405,098	\$ 561,281	\$ 346,885	\$ 2,498,519
Black Bean Purchases	\$ 410,355	\$ 368,527	\$ 485,126	\$ 354,029	\$ 755,189	\$ 388,693	\$ 250,630	\$ 256,835	\$ 3,269,383
Freight	\$ 48,177	\$ 35,940	\$ 49,766	\$ 66,132	\$ 67,979	\$ 77,367	\$ 97,498	\$ 63,689	\$ 506,549
Processing	\$ 1,215	\$ 988	\$ 1,335	\$ 1,398	\$ 1,943	\$ 1,602	\$ 1,709	\$ 1,237	\$ 11,427
Bagging and Supplies	\$ 10,024	\$ 7,857	\$ 10,727	\$ 12,487	\$ 15,215	\$ 14,453	\$ 16,759	\$ 11,514	\$ 99,035
Import/Export Costs	\$ 9,116	\$ 7,406	\$ 10,011	\$ 10,482	\$ 14,573	\$ 12,015	\$ 12,820	\$ 9,278	\$ 85,701
Currency Exchange	\$ 243	\$ 198	\$ 267	\$ 280	\$ 389	\$ 320	\$ 342	\$ 247	\$ 2,285
<b>Total Cost of Goods Sold</b>	<b>\$ 695,655</b>	<b>\$ 569,200</b>	<b>\$ 767,900</b>	<b>\$ 786,456</b>	<b>\$ 1,123,416</b>	<b>\$ 899,549</b>	<b>\$ 941,037</b>	<b>\$ 689,685</b>	<b>\$ 6,472,899</b>
<b>Operating Expenses</b>									
Contract Labor	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 17,774
Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas, Fuel, & Oil	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 12,220
Insurance	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 15,302
Salaries & Wages	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 161,440
Rent or Lease - Land	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 16,000
Repairs & Maintenance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 12,000
Meals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal and Professional Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 8,000
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,000
Taxes	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 19,373
Utilities	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 8,677
Miscellaneous	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 800
<b>Total Operating Expenses</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 34,198</b>	<b>\$ 273,586</b>
<b>Total Expenditures</b>	<b>\$ 729,853</b>	<b>\$ 603,398</b>	<b>\$ 802,099</b>	<b>\$ 820,655</b>	<b>\$ 1,157,614</b>	<b>\$ 933,747</b>	<b>\$ 975,236</b>	<b>\$ 723,884</b>	<b>\$ 6,746,485</b>
<b>Net Cash Flow</b>	<b>\$ 48,901</b>	<b>\$ 32,505</b>	<b>\$ 56,265</b>	<b>\$ 64,073</b>	<b>\$ 96,357</b>	<b>\$ 78,844</b>	<b>\$ 90,198</b>	<b>\$ 54,092</b>	<b>\$ 521,236</b>
<b>Ending Cash Balance</b>	<b>\$ 651,878</b>	<b>\$ 684,383</b>	<b>\$ 740,648</b>	<b>\$ 804,721</b>	<b>\$ 901,078</b>	<b>\$ 979,923</b>	<b>\$ 1,070,121</b>	<b>\$ 1,124,213</b>	<b>\$ 1,124,213</b>

EXHIBIT "A"

Garcia Grain Trading  
Weekly Cash Flow  
June 1 - July 31, 2023

	6/1 - 6/3	6/4 - 6/10	6/11 - 6/17	6/18 - 6/24	6/25 - 7/1	7/2 - 7/8	7/9 - 7/15	7/16 - 7/22	7/23 - 7/29	7/30 - 7/31	Total
Cash Balance	\$ -	\$ 300,000	\$ 1,624	\$ 49,371	\$ 97,118	\$ 144,865	\$ 192,613	\$ 240,360	\$ 288,107	\$ 335,854	\$ -
<b>Cash Receipts</b>											
Sunflowers - Advance Pmt	\$ 300,000										\$ 300,000
Sunflowers - Accounts Receivable Collection		\$ 90,373	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 390,373	\$ 5,945,974
<b>Total Receipts</b>	<b>\$ 300,000</b>	<b>\$ 90,373</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 780,747</b>	<b>\$ 390,373</b>	<b>\$ 6,245,974</b>
<b>Cost of Goods Sold</b>											
Sunflower Grower Contracts		\$ 344,250	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 344,250	\$ 5,508,000
Freight		\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175		\$ 113,400
In/Out Charges		\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225		\$ 145,800
Import/Export Fees		\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050		\$ 32,400
<b>Total Cost of Goods Sold</b>	<b>\$ -</b>	<b>\$ 380,700</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 724,950</b>	<b>\$ 344,250</b>	<b>\$ 5,799,600</b>
<b>Operating Expenses</b>											
Contract Labor		\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 4,999
Commissions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas, Fuel, & Oil		\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 3,437
Insurance		\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 4,304
Salaries & Wages		\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 45,405
Rent or Lease - Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance		\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 3,375
Meals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Charges		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal and Professional Fees		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,250
Advertising		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies		\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 563
Taxes		\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 5,449
Utilities		\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 2,441
Miscellaneous		\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 225
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 8,050</b>	<b>\$ 72,446</b>
<b>Net Cash Flow</b>	<b>\$ 300,000</b>	<b>\$ (298,376)</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 47,747</b>	<b>\$ 38,074</b>	<b>\$ 373,928</b>
<b>Ending Cash Balance</b>	<b>\$ 300,000</b>	<b>\$ 1,624</b>	<b>\$ 49,371</b>	<b>\$ 97,118</b>	<b>\$ 144,865</b>	<b>\$ 192,613</b>	<b>\$ 240,360</b>	<b>\$ 288,107</b>	<b>\$ 335,854</b>	<b>\$ 373,928</b>	<b>\$ 373,928</b>

EXHIBIT "B"

Garcia Grain Trading Corp.  
c/o Octavio Garcia  
101 N. Val Verde Rd.  
Donna, TX 78537

U.S. Trustee's Office  
606 N. Carancahua  
Suite 1107  
Corpus Christi, TX 78476

American Bean LLC  
101 1st Avenue  
Petersburg, ND 58272

American Express Business Card  
P.O. Box 981531  
El Paso, TX 79998-1531

American Express Corp.  
P.O. Box 650448  
Dallas, TX 75265-0448

Attebury Grain, LLC  
624 Burlington Rd.  
Fort Worth, TX 76179

BH Genetics  
5933 Farm to Market Rd. 1157  
Ganado, TX 77962

Brian Jones Farms  
Attn: Brian Jones  
6582 Mile 15 1/2 N  
Edcouch, TX 78538

BWAB MEXICO S DE RL DE CV AV  
HUMBERTO JUNCO VOIGT 3 2307  
TORRE 2 LOCAL 3 COL VALLE ORIENTE SECC  
LOMA LARGA SAN PEDRO GARZA GARCIA  
NUEVO LEON CP 66269  
MEXICO

Cadena Farms  
1324 CR 465  
Alice, TX 78332

Cameron County Tax Assessor  
P.O. Box 952  
Brownsville, TX 78522-0195

Carl Hensz  
5802 Sunrise Blvd.  
Harlingen, TX 78552

Chad Szutz  
P.O. Box 1773  
Weslaco, TX 78599

Citi Business Card  
P.O. Box 790046  
St. Louis, MO 63179-0046

Eat Fresh Farms  
c/o Robert Dyer  
P.O. Box 3300  
Mission, TX 78573

Falcon Bank  
6301 N. 10th St.  
McAllen, TX 78504

Fike Farms  
1601 N. Sharp Rd.  
Edinburg, TX 78542

Ford Motor Credit  
1501 North Plano Road  
Suite 100  
Richardson, TX 75081

Ford Motor Credit  
P.O. Box 650574  
Dallas, TX 75265-0574

Forest River Bean Co.  
P.O. Box 68  
Forest River, ND 58233

Frank Bailey Grain Co., Inc.  
Attn: William Bailey  
2301 Montgomery St.  
Fort Worth, TX 76107

Fred Karle  
P.O. Box 1064  
San Benito, TX 78586

Grain Chain, Inc.  
c/o Alex Mancias  
2023 N. Jackson Rd.  
McAllen, TX 78501

GRANEROS GUADALUPE SA DE CV  
CALLE MIER 7 NORIEGA #890 COL PABLO  
ES LOS SANTOS, SABINAS HIDALGO NL  
CP 65200  
MEXICO

Hans Hovda  
P.O. Box 86  
Progreso, TX 78579

Harvest Farms  
c/o Tudor G. Uhlhorn  
2601 S. 77 Sunshine Strip  
Harlingen, TX 78550

Helena Agri Enterprises, LLC  
c/o Frances Rodriguez  
P.O. Box 789  
Alamo, TX 78516

Hidalgo County FSA  
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Edinburg, TX 78539-7026

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P.O. Box 178  
Edinburg, TX 78540

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Philadelphia, PA 19101-7346

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Planters Grain Coop  
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Odem, TX 78370

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Los Fresnos, TX 78566

Simplot Grower Solutions  
24203 Port Rd.  
Harlingen, TX 78550

Skalitsky Farms  
2422 E. Mile 13 1/2 N.  
Donna, TX 78537

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Revenue Accounting Division -  
Bankruptcy  
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